

BILL NO. S-76-02-22

SPECIAL ORDINANCE NO. S- 59-76

AN ORDINANCE approving a certain bid document with CENTRAL SUPPLY COMPANY INC. for rigid conduit

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. No. 699, dated February 2, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Safety and CENTRAL SUPPLY COMPANY, INC., for:

7500 Ft. two Inch Rigid Conduit \$6,952.50

all as more specifically set forth in said Bid Document Ref. No. 699 and Purchase Order No. 3-32818 ii, which are on file in the Office of the Department of Purchasing and are by reference incorporated herein, made a part hereof and are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Virian G. Schmidt  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

W. J. [Signature]  
CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Talves, and duly adopted: read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 2-24-76

Charles W. Teterburne  
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Stier, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-HIT
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>			
<u>BURNS</u>	✓				
<u>HINGA</u>	✓				
<u>HUNTER</u>	✓				
<u>MOSES</u>	✓				
<u>NUCKOLS</u>	✓				
<u>SCHMIDT, D.</u>	✓				
<u>SCHMIDT, V.</u>	✓				
<u>STIER</u>	✓				
<u>TALARICO</u>	✓				

DATE: 2-9-76

Charles W. Teterburne  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-59-76 on the 9th day of March, 1976.

ATTEST:

(SEAL)

Charles W. Teterburne  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of March, 1976, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Teterburne  
CITY CLERK

Approved and signed by me this 11th day of March, 1976, at the hour of 4:15 o'clock P.M., E.S.T.

Robert E. Emmert  
MAYOR

Bill No. S-76-02-22

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a certain bid document with CENTRAL SUPPLY COMPANY INC. for  
rigid conduit

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance ALO PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

*Vivian G. Schmidt*  
*William T. Hinga*  
*Winfield C. Moses, Jr.*  
*John Nuckols*  
*Samuel J. Talarico*

CONCURRED IN

DATE 3-9-76 CHARLES W. WESTERMAN, CITY CLERK

*memo from*

## **Purchasing Department**

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February 10, 1976

Board of Public Safety  
9th Floor - City County Building

Attention: Richard Drake

Subject: Bid Reference No. 699

Attached is a copy of the successful bidder

Central Supply Company

Purchase Order No. 3-32818 11

7500 Ft. Two Inch Rigid Conduit

92.70 CFT.      \$6952.50

Attached is a copy of the successful bidder

Tabulation sheet is enclosed.



A. C. Lord,  
Director of Purchases

7,500 Ft. 2" Rigid Conduit

Alternate

General Electric Supply Company  
311 Distribution Drive  
Port Wayne, Indiana 46825

(9497.00) 94.92C  
Price, in effect at Time  
of Delivery.

(9139.50)  
121.86 C - AS NEEDED  
(6952.50) 92.70 C - ONE SHIPMENT

(7/22/75) 94.97c  
Price in effect at  
Time of Delivery

20/10 Net30  
Freight-PPH

2% 10 Net 30  
Fleisch PPD

T. E. Hoerner  
E. M. Morrison  
2/2/76 @ 10:00 AM

APPROVED BY THE STATE BOARD  
OF ACCOUNTS FOR THE CITY OF  
FORT WAYNE 1968.

## CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES  
NUMBER ONE EAST MAIN STREET  
ROOM 470  
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Traffic Engineering Department  
Room 740 - City County Building  
One Main Street - Fort Wayne, Indiana

Central Supply Company, Inc. 471  
701 East Wallace Street  
Fort Wayne, Indiana 46803

**DELIVER TO:-**

DEPARTMENT OR DIVISION Traffic Engineering Operations  
1730 South Lafayette Street  
Fort Wayne, Indiana 46803

ADDRESS \_\_\_\_\_  
CASH DISCOUNT TERMS \_\_\_\_\_ % IF PAID WITHIN \_\_\_\_\_ DAYS FROM DELIVERY AND  
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3 - 32818 11

DATE February 10, 1976

REF. NO.

REQ. NO. 2-11

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. \_\_\_\_\_ DP

DATE }  
WANTED } At Once

APPROPRIATION } 770-4-44-ii  
AND FUND  
NUMBER }

ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)		MATERIALS, SUPPLIES OR SERVICES		UNIT PRICE	AMOUNT
QUANTITY ORDERED	UNIT	TAX EXEMPT (UNLESS OTHERWISE INDICATED)			
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL BE THE BASIS FOR CORRESPONDENCE.</p> <p><b>NOTE</b></p> <p>↓</p> <p><b>READ</b></p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>INO, SALES TAX EXEMP, CERTIF, NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>	7500	Ft.	<p>Two Inch (2") Rigid Conduit per Bid No. 699</p> <p>10' length x 2.375 O.D. x 2.067 I.D. = .154 Wall</p> <p>Galvanized - threaded 11-1/2 per inch plus one (1) coupling per length attached.</p> <p>Ship in one (1) complete shipment</p> <p>2% 10th Net 30th</p> <p>F.O.B. Delivered</p> <p>Ship - Stock to two weeks A.R.O.</p> <p>Subject to Councilmanic Approval</p> <p>ACL/gb</p>	92.70/CFT.	6952.50

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN FULLY AUTHORIZED AND APPROPRIATED.

JEFFREY D. KAMINSKI—City Controller

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE. A. C. Lord

LE IN THIS OFFICE. A. C. Lord  
 Vice President — Director of Purchases

Per

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

## INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.\*

\*Mail all replies and correspondence, etc. to Att. of A. C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470 Number One Main St., Ft. Wayne, Ind. 46802

Address \_\_\_\_\_  
REQUIRED FOR DELIVERY TO:

Department or Division Traffic Engineering Department

Room 740 - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

**Closing Time of Bids** Monday - February 2, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

**TAX EXEMPT** (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
0,000	Ft.	Estimated Quantities for 1976 Requirements. 2" Rigid Conduit per Attached Specifications. Conduit to be in ten foot lengths - O.D. 2.375 - I.D. 2.067 - Wall .154, Galvanized Plating, Threaded Standard 11½ per inch, plus one coupling per length attached. <u>All Freight to be prepaid.</u>	121. <sup>86</sup> / <sub>¢</sub>	
7,500	Ft.	Alternate: Same as Above.	121. <sup>86</sup> / <sub>¢</sub>	
<b>THE ABOVE BASED ON YOUR 76 REQUIREMENTS RELEASED AS NEEDED</b>				
		The attached Non-Collusion Affidavit must be completed and returned with your Bid.		
		<b>NOTE:</b> <b>THE ABOVE QUANTITY ON ONE ORDER, ONE SHIPMENT TO ONE LOCATION, THE PRICE IS -</b>	92. <sup>70</sup> / <sub>¢</sub>	
		<b>DELIVERY - STOCK TO 2 WEEKS</b> Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		<b>THIS QUOTATION FOR ACCEPTANCE BY FEB. 27, 1976 FOR IMMEDIATE SHIPMENT</b>		
		Specify which: On File: <input checked="" type="checkbox"/> Attached: <input type="checkbox"/>		

Bid Bond required ☐ NO ☒ YES \_\_\_\_\_ Performance Bond ☒ NO ☐ YES \_\_\_\_\_  
 See instruction item No. 15 on reverse side hereof.  
 Terms 2 % cash discount if paid within 10 days from delivery and acceptance of goods or completion of services.

## PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 10 days from receipt of order.

**IMPORTANT** 

As delivery may be a deciding factor in the award of an order it is important that bidders furnish the information requested above.

PH. (219) 745-4981

Sign

**CENTRAL SUPPLY COMPANY, INC.**

FORT WAYNE, INDIANA 46801

701 EAST WALLACE STREET \* P. O. BOX 1197

CENTRAL Supply Co., Inc.

Dr. DENNIS A. JONES, THE SALON

Fort Wayne, Indiana

City  Date 1-28-76



# GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.  
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".  
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1911, chapter 203, section 10, being Burns Indiana Statute 40-2316-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

## 17. Submission and Receipt of Bids:

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows:  
 Board-Commissioner Dept. of Purchasing, etc.  
 Rejected \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ as follows:  
 Board-Commissioner Dept. of Purchasing, etc.



**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA, }  
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

[Signature]  
 Bidder or Agent  
 For Central Supply Co. Inc.  
 Firm or Corporation

Subscribed and sworn to before me this 28<sup>th</sup> day of January, 1976

My Commission Expires

December 15, 1978

[Signature]

DIGEST SHEET

S-76-02-22

TITLE OF ORDINANCE Contract Approval Rigid Conduit - CENTRAL SUPPLY COMPANY

DEPARTMENT REQUESTING ORDINANCE Traffic Engineering Department

SYNOPSIS OF ORDINANCE Purchase of 7,500 ft. of Rigid Conduit to be used for  
installation of all underground cable for traffic signal and fire alarm projects.

EFFECT OF PASSAGE Will conform to State and Federal requirements regarding  
installation of "Uniform Traffic Control Devices". Will provide a method of protecting  
all underground installations from damage thus extending life of cable.

EFFECT OF NON-PASSAGE Failure to conform to Federal requirements regarding  
installation of "Uniform Traffic Control Devices" would disqualify the City for future  
Federal funding. Would not provide adequate protection for underground installation, thus  
increasing maintenance cost and potential downtime or malfunction of equipment being served.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \_\_\_\_\_  
7,500 Ft. 2 inch Rigid Conduit @ \$92.70 per 100/ft. Total of \$6,952.50

ASSIGNED TO COMMITTEE (J.N.)

W. J. HUGHES / SSS